Registered No. M.—1175

The Mysore Gazette.

Vol. 66.] PUBLISHED BY AUTHORITY. [No. 47.

BANGALORE, THURSDAY, NOVEMBER 26, 1931.

PART VI.

PUBLIC ADVERTISEMENTS.

FOREST DEPARTMENT.

KOLAR DISTRICT.

Abstract Notification dated 3rd November 1931.

The attention of the public is drawn to the Notification, published on page 1253, Part VI of the *Mysore Gazette*, dated 19th November 1931, regarding Minor Forest Produce sales of Goribidnur, Bowringpet and Mulbagal Taluks for 1931-32.

M. A. VARADACHAR,
District Forest Officer.

TUMKUR DISTRICT.

Notification dated 16th November 1931.

The undermentioned quantities of timber collected by the Department in Bukkapatna and Madhugiri Ranges, will be sold by public auction, under the following conditions

by the District Forest Officer, Tumkur, or by the concerned Range Officers at 2 P.M., on the date, and at the places noted below:—

Range	Place of sale	Locality in which timber has been collected	Approximate quantity exposed for sale and kind of timber	Date of sale
Bukkapatna ...	Bukkapatna Range Office compound.	Bukkapatna Range Office compound.	Kamara poles 300 C.ft.	21st December 1931.
Madhugiri	Madhugiri Forest Lodge (Thimlapura Forest Lodge).	In lots in Madhugiri State Forest.	Dry teak pieces 200 C.ft.	

N.B.—The sale will be continued on the morning of the next day, in case if it is not possible to complete it on the date notified.

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale but defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber in small quantities full value thereof will be accepted, if tendered on the spot and the payment of deposit in such cases will not be insisted upon.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale, can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 1,000 in each case are subject to the confirmation of the Conservator and in other cases to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under Section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued, to the defaulter intimating the price fixed by the District Forest Officer, for the unsold wood and the amount still due from him which will be recovered as arrears of Land Revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days after the date of sale or within 15 days after the date of notice of confirmation of the sale whichever is later. In case of purchasers of above Rs. 1,000 in value, the purchaser shall be permitted to pay up the balance in instalments of not less than Rs. 1,000 provided the full value is paid not later than the 20th June 1932. The money shall be paid into such treasury as the District Forest Officer may direct within the time specified.

8. If the amount is not fully paid for by the purchaser before the date fixed above the initial deposit as well as the other moneys already paid in, shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 10 per cent deposit paid for the lot at the time of the sale; and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber until 90 per cent of purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase, will remain in the Depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale; for the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

K. REVANNA,
District Forest Officer.

MYSORE DISTRICT.

Abstract Notification dated 6th November 1931.

The attention of the public is invited to the Notification dated the 6th November 1931, published on pages 1254 to 1255, Part VI of the *Mysore Gazette*, dated 19th November 1931, publishing the resale of timber in several depots of the district.

Abstract Notification dated 16th November 1931.

The attention of the public is invited to the detailed notification of date *re* the sale of timber in the Mysore Woodyard, published on pages 1255 to 1257, Part VI of the *Mysore Gazette*, dated 19th November 1931.

H. S. NARAYANA RAO,
District Forest Officer.

SHIMOGA FOREST DIVISION.

Notification dated 30th October 1931.

It is hereby notified for general information under Section 40 of the Mysore Forest Regulation that the following 6 Teak poles measuring 31—9 C.ft. which were found lying unclaimed in a distance of half a mile from Bidrahalli village in Honnali Taluk have been seized and given in the custody of Sivappa of Bidrahalli. Persons having any claim to the said timber are hereby required to present a statement of their claims to the undersigned within a month from the date of publication of this notice and establish their claims, failing which the timber will lapse to Government under Section 42 of the same Regulation.

No.	Kind	Length	Girth	C.ft.	Remarks
1	Teak pole	9—3	3—0	5—1	Given in the custody of Sivappa of Bidrahalli.
2	Do	8—9	3—3	5—8	
3	Do	6—9	3—2	4—2	
4	Do	12—6	2—10	6—3	
5	Do	11—6	2—7	4—9	
6	Do	12—6	2—9	5—10	
	Total ...	...	...	31—9	

Notification dated 30th October 1931.

It is hereby notified for general information under Section 40 of the Mysore Forest Regulation that the following five teak poles measuring 24 C.ft. which were found lying unclaimed near Itiganakoppa in Kumsi Sub-Taluk, have been seized and carted to Kumsi and given in the custody of Contractor Manjuram Tivari. Persons having any claim to the said timber are hereby required to present a statement of their claims to the undersigned within a month from the date of publication of this notice and establish their claims failing which the timber will lapse to Government under Section 42 of the same Regulation.

No.	Kind	Length	Girth	C.ft.	Remarks
1	Teak poles	12—11	3—10	6—6	Given in the custody of Contractor Manjuram Tivari.
2	Do	6—4	2—6	2—6	
3	Do	12—0	3—3	8—0	
4	Do	10—0	3—0	5—6	
5	Do	9—3	1—8	1—6	
	Total ...	...	...	24—0	

C. A. JABBAR,
District Forest Officer.

BHADRAVATI DIVISION.

Abstract Notification dated 11th November 1931.

The attention of the public is invited to the detailed notification of date *re* the sale of Honge leaves and seeds of the Division, for the year 1931-32 fixed for the 27th—28th and 30th November 1931, published on pages 1261 to 1262, Part VI of the *Mysore Gazette*, dated 19th November 1931.

Abstract Notification dated 14th November 1931.

The attention of the public is invited to the detailed notification of date *re* the sale of timber in the Bhadravati Depot fixed for the 7th December 1931, published on pages 1260 to 1261, Part VI of the *Mysore Gazette*, dated 19th November 1931.

H. V. RANGASWAMIENGAR,
District Forest Officer.

KADUR DIVISION.

Abstract Notification, dated 6th November 1931.

The attention of the public is invited to the Timbe Sale Notification, dated 6th November 1931, published on pages 1263 to 1264, Part VI of the *Mysore Gazette*, dated 19th November 1931.

Notification, dated 15th November 1931.

Sealed tenders will be received by the District Forest Officer, Kadur Division, Chikmagalur, up to 2 P.M., on the 14th December 1931 for the collection of timber in the coupes of the undermentioned State and District Forests of the Kadur Division for the year 1931-32.

Coupe	Teak	Honne	Bete	Mathi	Nandi, jambe jalari and bilwara, nebbalsu	Other kinds	Total
		C.ft.	C.ft.	C.ft.	C.ft.	C.ft.	C.ft.
Halsur State Forest—							
Coupe No. 1 of 1929-30.	..	300	100	700	260	1,340	2,700
Do 2 of 1930-31 ..	..	350	1,100	1,100	250	1,400	3,200
Devadan State Forest—							
Coupe No. 2 of 1930-31.	..	700	500	2,000	5,070	5,230	13,500
Hadivoni District Jungle—							
Coupe No. 1 of 1925-26.	..	100	10	..	..	750	860
Do 3 of 1930-31 ..	..	75	..	200	10	175	460
Gabbagal District Jungle—							
Coupe No. 2 of 1930-31.	..	150	..	250	10	200	610
Do 1 of 1923-24 ..	..	..	10	..	50	..	60
Saikoia District Jungle—							
Coupe No. 1 of 1921-22.	..	250	50	220	100	100	720

2. Each tender should be superscribed "Tender for collection and removal of timber in the Kadur Division" and the same should be accompanied by a deposit of Rs. 100 in currency notes. The rate to be quoted should be per c.ft. or (ton) in one or in all forests.

3. The District Forest Officer will be at liberty to accept or reject the lowest or any tender without assigning any reason thereof.

4. The tenders received will be submitted to the Conservator of Forests, Shimoga, for approval.

5. Within a week from the date of intimation regarding the acceptance of the tender the person whose tender is accepted, shall deposit a sum of Rs. 100 (one hundred) or 25 per cent of the sale amount whichever is less for each coupe as security towards the due fulfilment of his contract. He shall pay within that period the remaining 75 per cent of the contract amount due by him and execute an agreement, on a stamped paper of proper value, accepting the above terms and the terms specified below, failing which, the amount already paid will be forfeited to Government and the produce resold or worked by the department at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract

The following are the further conditions to which the contractor should bind himself:—

(*a*) That he shall fell and remove the timber purchased by him before the 15th June 1932.

(*b*) That he shall make the felling of the trees in consecutive order as they are marked without picking or choosing and without causing damage to the surrounding growths.

(*c*) That he shall fell the trees he has purchased and dress the logs on the spot, and shall not remove such logs as the District Forest Officer may declare to be unsound and unfit, for sale without recourse to sawing. The District Forest Officer's decision regarding the over-dressing of logs shall be final and the contractor shall pay such amount for wastage as may be fixed by the District Forest Officer.

(*d*) That only saws shall be used for cutting up the logs into required lengths and that only white wood, knots and flutes shall be removed while dressing the log and no unnecessary waste shall be caused.

(*e*) That he shall bind himself to pay in advance the value of the minimum quantity of timber to be fixed by the District Forest Officer and shall remove all marketable portions of a tree either in logs, pieces or poles.

(*f*) That he will not be eligible for any refund of advance revenue, if the minimum quantity so fixed is not removed, but any excess quantity removed shall be paid for at auction sale rate.

(*g*) That no timber prepared out of any tree shall be removed unless it is measured and stamped at the stump by the Range Officer or such other officer as the District Forest Officer may authorise and until it is duly paid for.

(*h*) That each consignment of timber shall be covered by a passport issued by the Range Officer or any other officer deputed by the District Forest Officer in this behalf.

(*i*) That he shall abide by the rules of the department as regards the kindling of fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*j*) That, if any tree other than the one bearing the Departmental stamp or a tree that has been purchased is felled, he shall pay a fine not exceeding Rs. 15 for each such tree.

(*k*) That no operations shall take place in the Forest after sunset and before sunrise.

(*l*) That he shall not sublet the contract to any body except with the written sanction of the District Forest Officer.

(*m*) That he shall have no right whatsoever over the coupe and over the timber paid for but left unremoved in any of the coupes, after the 30th June 1932.

(*n*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of trees felled and the outturn of timber from each of them and shall keep it open for the examination of Forest Officers above the grade of guards.

(*o*) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may, after issuing to the contractor a notice of the cancellation of contract, enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in clause (2) *supra*. If the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor.

Notification dated 15th November 1931.

Sealed tenders will be received by the District Forest Officer, Kadur Division, Chikmagalur, up to 2 P.M. on the 14th day of December 1931, for the collection of fuel (green) in the coupes of the undermentioned State and District Forests of the Kadur Division for the year 1931-32:—

Name of Range	Name of forest and working circle	Coupes number and year	Area in acres	Approximate quantity in tons	Place and date of sale	Remarks
Kadur	Lingenahalli District jungle ..	1—29-30	100	150 tons.	....	More or less
	Churchegudda ..	1—29-30	100	250 tons.	....	

2. Each tender should be superscribed "Tender for collection and removal of green fuel in the Kadur Division" and the same should be accompanied by a deposit of Rs. 100 in currency notes. The rate to be quoted should be per C.ft. (or ton) in one or in all forests.

3. The District Forest Officer will be at liberty to accept or reject the lowest or any tender without assigning any reason thereof.

4. The tenders received will be submitted to the Conservator of Forests, Shimoga, for approval.

5. Within a week from the date of intimation regarding the acceptance of the tender, the person whose tender is accepted, shall deposit a sum of Rs. 50 (fifty) or 25 per cent of the sale amount whichever is less for each coupe as security towards the due fulfilment of his contract. He shall also pay, within that period the remaining 75 per cent of the contract amount due by him and shall execute an agreement, on a stamped paper of proper value, accepting the above terms and the terms specified below, failing which, the amount already paid will be forfeited to Government and the produce resold or worked departmentally at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof, relieving him of any liability under the contract.

The following are the further conditions to which the contractor should bind himself:—

(*a*) That he shall fell and remove the fuel trees purchased by him before 15th June 1932.

(*b*) That he shall make the fellings of the trees in a methodical manner from one side of the coupe coppicing the stumps of the trees felled, leaving the standard trees marked on the area intact along with all the trees less than one foot in girth, trees yielding Minor Forest Produce and all trees, shrubs and thorny growths that are coming up within a radius of six feet from the sandal trees and saplings.

(*c*) That each consignment of fuel shall be covered by a passport issued by the Range Officer or any other officer deputed by the District Forest Officer in this behalf.

(*d*) That if any trees, shurb or growth reserved by the Department as noted in clause (*b*) *supra* is cut, he shall pay a fine not exceeding Rs. 10 per tree;

(*e*) That he shall abide by the rules of the Department as regards the kindling of the fires and shal hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*f*) That no operation shall take place in the forest after sunset and before sunrise.

(*g*) That he shall not sublet the contract to anybody except with the written sanction of the District Forest Officer.

(*h*) That he shall have no right whatsoever over the coupes and over the fuel paid for but left unremoved in any of the coupes, after the 30th June 1932,

(*i*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of trees felled and the outturn of fuel resulting therefrom and shall keep it open for the examination of the Forest Officers above the grade of guards.

(*j*) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may, after issuing to the contractor a notice of cancellation of the contract, enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in clause (2) *supra*. If the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor.

Notification dated 15th November 1931.

Sealed tenders will be received by the District Forest Officer, Kadur Division, Chikmagalur, up to 2 P.M., on the 14th day of December 1931, for the collection of timber in the coupes of the undermentioned State and District Forests of the Kadur Division, for the year 1931-32:—

Locality	Teak		Matti		Honne		Bete		Other kinds	
	No. of trees	C. ft.	No. of trees	C. ft.	No. of trees	C. ft.	No. of trees	C. ft.	No. of trees	C. ft.
Nasaragutti C. I ..	163	250	8	15	4	10	7	10	2	5
Do II ..	130	250	2	10	13	25	3	10	3	10
Do III ..	144	300	5	15	6	15	1	5	2	10
Gonakal Coupe I ..	..	..	4	25	10	150	3	20	4	30

2. Each tender should be superscribed "Tender for collection and removal of timber in the Kadur Division" and the same should be accompanied by a deposit of Rs. 100 in currency notes. The rate to be quoted should be per C.ft. (or ton) in one or in all forests.

3. The District Forest Officer will be at liberty to accept or reject the lowest or any tender without assigning any reason thereof.

4. The tenders received will be submitted to the Conservator of Forests, Shimoga, for approval.

5. Within a week from the date of intimation of the acceptance of the tender, the person whose bid is accepted, shall deposit a sum of Rs. 100 (one hundred) or 25 per cent of the sale amount whichever is less for each coupe as security towards the due fulfilment of his contract. He shall also pay within the period the remaining 75 per cent of the contract amount due by him and shall execute an agreement, on a stamped paper of proper value, accepting the above terms and the terms specified below, failing which, the amount already paid will be forfeited to Government and the produce resold or worked by department at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

The following are the further conditions to which the contractor should bind himself:—

(*a*) That he shall fell and remove the timber trees purchased by him before the 15th June 1932.

(*b*) That he shall make the fellings of the trees in consecutive order from one side coppicing the stumps at not more than 6" from the ground, leaving the standard trees marked on the area intact along with all the trees less than one foot in girth, trees yielding Minor Forest produce and all trees, shrubs and thorny growths that are coming up within a radius of six feet from the sandal trees and saplings.

(*c*) That if any standard trees or other trees and saplings to be preserved on the area are cut, he shall pay a fine not exceeding Rs. 10 per tree.

(*d*) That no timber prepared out of any tree shall be removed unless it is measured and stamped at the stump by the Range Officer or such other officer as the District Forest Officer may authorise and until it is duly paid for.

(*e*) That each consignment of timber shall be covered by a passport issued by the Range Officer or any other Officer deputed by the District Forest Officer in this behalf.

(*f*) That he shall abide by the rules of the department as regards the kindling of fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*g*) That he shall not effect any forest operation in the forest after sunset and before sunrise.

(*h*) That he shall not sublet the contract to anybody except with the written sanction of the District Forest Officer.

(*i*) That he shall have no right whatsoever over the coupe and over the timber paid for but left unremoved in any of the coupes, after the 30th June 1932.

(*j*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of trees felled and the outturn of timber from each of them and shall keep it open for the examination of Forest Officers above the grade of guards.

(*k*) That for any breach of any of the conditions of the contract by the contractor, or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may, after issuing to the contractor a notice of the cancellation of contract enforce, forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as noted in clause (2) *supra*. If the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor.

S. VENKATAVARADIENGAR,
District Forest Officer.